

# CLINICAL AFFILIATE CONTRACTS

Policy Number: 4.2.102

Reviewed: 2000, 1/09, 2014

*Revised: 3/03, 3/1/12, 2014, 9/2023*

The desirability of providing students with enrichment to their learning experience through affiliations with other health care institutions is recognized by Middle Tennessee School of Anesthesia.

Currently, contracts are established with various clinical facilities in the Middle Tennessee region as well as one pediatric affiliation in Ohio. In the final three months of the program (senior elective), students are allowed to select another clinical affiliate that meets COA criteria and is willing to enter into a contractual agreement with MTSA. The School keeps a current contract on file for each facility in which a student rotates.

Prior to initiating a new clinical affiliation, the School should seek from the proposed affiliate certain information regarding the total number of cases and numbers of specific cases performed in the proposed affiliate. This criteria determines the value of the potential affiliation.

The following should be considered when developing a contract:

1. MTSA's 501 (c)(3) non-profit status,
2. Both the hospital(s) and any anesthesia group(s) need to be parties to the contract as well as MTSA, with the obligations of each stated
3. Goals of the clinical training in the following areas:
  - a. pre- and post-operative care
  - b. actual induction of anesthesia
  - c. actual administration of anesthesia
  - d. emergence from anesthesia
  - e. any special areas of focus (i.e. pain management, regional anesthesia)
4. At all times, students are to be under the direct supervision of an appropriately credentialed instructor (CRNA or Anesthesiologist) (According to current COA Standards, direct supervision means that the supervisor is within the suite of rooms where the anesthetic is being performed.)
5. Ratio of students to instructors cannot exceed 2:1
6. Address students' compliance with rules and regulations of the affiliate institution, orientation to these regulations, and consequences if not adhered to
7. School should supply a clause identifying the amount of liability insurance with which the student is covered
8. Students will adhere to universal precautions
9. Approximate student hours per week
10. Students are not considered employees and are not to be reimbursed for anesthetics performed

The School prefers to avoid indemnity clauses, and any wording that would imply an indemnity clause must first be checked with MTSA's insurance company to assure this is within the bounds of MTSA's insurance coverage. However, should hospitals insist that an indemnity clause be inserted, MTSA should have the insurance underwriter review the clause for approval. New or unusual wording in any proposed contract should be cleared with either or both the insurance company and the School's attorney. A statement of insurance should be submitted with each contract agreement to the affiliate.

The agreements typically continue indefinitely, subject to termination by either party with appropriate notification. Should termination be activated, the time frame for termination of agreements ranges from 30 – 90 days and is

designated in each contract. Some institutions prefer that the contracts be reviewed annually. In this event, that institution usually initiates the review. If not reviewed sooner, MTSA reviews and updates contracts every three years. After this MTSA review, a letter, along with a copy of the current affiliation agreement, is mailed to the institution asking if changes need to be made or if the affiliate is satisfied with the existing contract. This letter may be initially directed to either the anesthesia group or the administration of the hospital, as both parties must sign the renewal.

The signed contracts, copies of the letters of review, and any responses to these letters of review should be maintained in locked, fire-proof file cabinets.

The agreement must have signatures from appropriate representatives from the parties of the contract. This typically will include the following:

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|-----------------------|--|
| From MTSA             | President and Executive Vice President       |
| From Anesthesia Group | Chief Anesthesiologist                       |
| From the Hospital     | Chief Operating Officer or appropriate title |